

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE		PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO. 0258		3 EFFECTIVE DATE See Block 16C		4 REQUISITION/PURCHASE REQ NO	
5 ISSUED BY Region 5 US Environmental Protection Agency 77 West Jackson Boulevard Chicago IL 60604-3507		6 PROJECT NO (If applicable)		7 ADMINISTERED BY (If other than Item 5) CODE	
8 NAME AND ADDRESS OF CONTRACTOR (Inc., street, county, State and ZIP Code) SULTRAC, JV Attn: MINDY GOULD 1 S. WACKER DRIVE, 37TH FLOOR CHICAGO IL 60606		(x) 9A AMENDMENT OF SOLICITATION NO		9B DATED (SEE ITEM 11)	
CODE 198891967		FACILITY CODE		10A MODIFICATION OF CONTRACT/ORDER NO EP-S5-06-02	
				10B DATED (SEE ITEM 13) 06/29/2006	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

DUNS Number: 198891967

Max Expire Date: 06/28/2016

Through this modification, SulTRAC Joint Venture and U.S. EPA acknowledge the transfer of all of SULLIVAN INTERNATIONAL GROUP, INC.'s (SIG) interest in the SulTRAC Joint Venture and in Contract # EP-S5-06-02, to SOUTHERN CALIFORNIA SOIL AND TESTING, INC. (SCST). This transfer was effected by virtue of an Asset Purchase Agreement entered into between SIG and SCST on September 11, 2015, which was approved by an Order of the United States Bankruptcy court for the Southern District of California in Case No. 15-2281-L711 (Dkt No. 471) on that same day, and by the subsequent novation of SIG's interest in the SulTRAC Joint Venture and EP-S5-06-02 to SCST pursuant to the attached novation agreement.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print) Jack Brunner		15A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Daniel Olsson	
15B CONTRACT OFFEROR [Signature]		15C DATE SIGNED 10/28/15	
15B UNITED STATES OF AMERICA [Signature]		15C DATE SIGNED 10/28/2015	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
SP-S5-06-02/0258

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
SULTRAC, JV

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain unchanged. Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 Period of Performance: 06/29/2006 to 06/26/2016				

NOVATION AGREEMENT

SULLIVAN INTERNATIONAL GROUP, INC. ("Transferor"), a corporation duly organized and existing under the laws of the State of California with its principal office in San Diego, California; SOUTHERN CALIFORNIA SOIL & TESTING, INC. ("Transferee"), a corporation duly organized and existing under the laws of the State of California with its principal office in San Diego, California; and the UNITED STATES OF AMERICA ("Government") enter into this Agreement as of September 11, 2015.

(a) THE PARTIES AGREE TO THE FOLLOWING FACTS:

(1) The Government, represented by various Contracting Officers of the United States Environmental Protection Agency ("EPA"), has entered into a Contract, namely the EPA Region V Small Business Remedial Action Contract #EP-S5-06-02, with the Transferor and Tetra Tech EM, Inc., as joint venture partners in the SulTRAC Joint Venture, a Small Business Joint Venture Agreement Between Sullivan International Group, Inc. and Tetra Tech EM Inc. entered into on or about April 25, 2005, and as amended from time to time, including on or about July 11, 2006, October 30, 2006, August 25, 2008, June 30, 2015 (pursuant to an Order issued on June 30, 2015, by the United States Bankruptcy Court for the Southern District of California in Case No. 15-2281-LT11 (Dkt No. 205)), and August 7, 2015 (pursuant to an Order issued on August 7, 2015, by the United States Bankruptcy Court for the Southern District of California in Case No. 15-2281-LT11 (Dkt No. 372)). The term "the Contract," as used in this Agreement, means the above Contract, including all modifications, made between the Government and the SulTRAC Joint Venture before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under the Contract). Included in the term "the Contract" are also all modifications made under the terms and conditions of the Contract between the Government and the SulTRAC Joint Venture, on or after the effective date of this Agreement.

(2) As of September 11, 2015, the Transferor has transferred to the Transferee all of Transferor's interests in the Contract by virtue of an Asset Purchase Agreement ("APA"), between the Transferor and Transferee, which was approved by order of the United States Bankruptcy Court for the Southern District of California in Case No. 15-2281-LT11 (Dkt No.), and which are expressly subject to the EPA's approval of this Novation Agreement.

(3) ~~The Transferee has acquired all the Transferor's interest in the SulTRAC Joint Venture and the Contract by virtue of the above transfer.~~

(4) ~~The Transferee has assumed all obligations and liabilities of the Transferor under the Contract by virtue of the above transfer.~~

(5) The Transferee is in a position to fully perform all obligations that may exist under the Contract.

(6) ~~It is consistent with the Government's interest to recognize the Transferee as the successor party to the Contract.~~

(7) Evidence of the above transfer has been filed with the Government.

(b) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT—

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the Contract.

(2) The Transferee agrees to be bound by and to perform the Contract in accordance with the conditions contained in the Contract. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Contract as if the Transferee were the original party to the Contract.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the Contract, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the Contract. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Contract as if the Transferee were the original party to the Contract. Following the effective date of this Agreement, the term Contractor, as used in the Contract, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the Contract, shall be considered to have discharged those parts of the Government's obligations under the Contract. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the Contract, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Contract.

(8) The Transferor and Transferee agree that the liabilities assumed by Transferee shall include all additional costs incurred in performing the Contract, both prior to and after the date of the APA, to the extent such additional costs resulted or result directly or indirectly from Debtor's Bankruptcy Case in the Bankruptcy Court for the Southern District of California (Case No. 15-2281-LT11), any default by the Transferor under the SulTRAC Joint Venture Agreement, as amended, or Transferor's failure to otherwise perform Transferor's obligations under the SulTRAC Joint Venture Agreement, as amended, or the Contract. The Transferor and Transferee further agree that such additional costs of performance are not allowable, allocable or

reasonable costs under the Contract, that they will not seek payment or reimbursement from the Government for such costs, and that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any such costs.

(9) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee: (i) assumes under this Agreement or (ii) may undertake in the future should the Contract be modified under its terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(10) The Contract shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA,

By: Dan Olsson
Name: Daniel Olsson
Title: Contracting Officer, U.S. EPA

SULLIVAN INTERNATIONAL GROUP, INC.,
a California corporation

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

SOUTHERN CALIFORNIA SOIL & TESTING,
INC., a California corporation

By: _____
Name: Neal W. Clements
Title: CEO

[CORPORATE SEAL]

reasonable costs under the Contract, that they will not seek payment or reimbursement from the Government for such costs, and that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any such costs.


(9) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee: (i) assumes under this Agreement or (ii) may undertake in the future should the Contract be modified under its terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(10) The Contract shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA,

By: _____
Name: _____
Title: _____

SULLIVAN INTERNATIONAL GROUP, INC.,
a California corporation

By: 
Name: STEVEN E. SULLIVAN
Title: CEO

[CORPORATE SEAL]

SOUTHERN CALIFORNIA SOIL & TESTING,
INC., a California corporation

By: _____
Name: Neal W. Clements
Title: CEO

[CORPORATE SEAL]

reasonable costs under the Contract, that they will not seek payment or reimbursement from the Government for such costs, and that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any such costs.

(9) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee: (i) assumes under this Agreement or (ii) may undertake in the future should the Contract be modified under its terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(10) The Contract shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA,

By: _____
Name: _____
Title: _____

SULLIVAN INTERNATIONAL GROUP, INC.,
a California corporation

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

SOUTHERN CALIFORNIA SOIL & TESTING,
INC., a California corporation

By: Neal W. Clements
Name: Neal W. Clements
Title: CEO

[CORPORATE SEAL]

CERTIFICATE

I, Steven Sullivan, ^{my} CEO certify that I am the Secretary of SULLIVAN INTERNATIONAL GROUP, INC.; that Steven Sullivan who signed this Agreement for this corporation, was then CEO of this corporation, and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this 11th day of September 2015.

SULLIVAN INTERNATIONAL GROUP, INC.,
a California corporation

By: [Signature]

Name: Steven F. Sullivan

Title: CEO

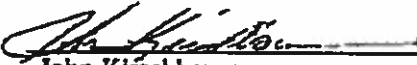
[CORPORATE SEAL]

CERTIFICATE

I, John Kirschbaum, certify that I am the Secretary of SOUTHERN CALIFORNIA SOIL & TESTING, INC.; that Neal W. Clements, who signed this Agreement for this corporation, was then Chief Executive Officer of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this 10th day of September 2015.

SOUTHERN CALIFORNIA SOIL &
TESTING, INC., a California corporation

By: 
Name: John Kirschbaum
Title: Secretary

[CORPORATE SEAL]